

MEMORANDUM



Date: October 2, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(R)3D

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Subject: Contract award recommendation for design of upgrades for the Miami-Dade Water and Sewer Department's Water Distribution and Sanitary Sewer Force Mains and Sanitary Sewer Gravity Mains - Project No: E06-WASD-09 GOB; Contract No: E06-WASD-09

Recommendation

This recommendation for award for Contract No. E06-WASD-09 between CES Consultants, Inc. and Miami-Dade County has been prepared by the Miami-Dade Water and Sewer Department (MDWASD) and is recommended for approval. The Consultant is to provide engineering design, limited construction management and project coordination services for system upgrades to the water distribution and sewer collection systems including sewer force mains and gravity piping throughout Miami-Dade County.

Scope

PROJECT NAME: Design of Upgrades for the MDWASD's Water Distribution and Sanitary Sewer Systems including Force Mains and Sanitary Sewer Gravity Mains

PROJECT NO: E06-WASD-09 GOB

CONTRACT NO: E06-WASD-09

PROJECT DESCRIPTION: The Consultant, CES Consultants, Inc. is to provide engineering design, limited construction management and project coordination services for system upgrades to the water distribution and sewage collection systems including sewer force mains and gravity piping. These water system upgrades will improve the water pressure and fire protection capabilities, the sewer upgrades include improvements to replace undersized facilities and provide new facilities for system betterments.

The scope of services consists of complete design services which includes but is not limited to performing preliminary route analysis, site investigations, surveying, geotechnical services, maintenance of traffic plans, hydraulic analysis, coordination with other utilities and municipalities and the public. Assistance during the permitting and procurement phases will also be included as well as limited construction management services which are required to provide technical support during construction. Technical support during construction encompasses periodic site inspections and attendance at meetings, review shop drawings, respond to information requests, review claims and potential change orders, and review contract schedules. The Consultant will also provide project coordination services to include establishing a plan to implement projects and track project schedules, budget and deadlines.

PROJECT LOCATION: Various locations throughout Miami-Dade County

**PRIMARY COMMISSION
DISTRICT:**

Various Districts

APPROVAL PATH: Board of County Commissioners

**OCI A&E PROJECT
NUMBER:** E06-WASD-09 GOB

USING DEPARTMENT: Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT: Miami-Dade Water and Sewer Department

Fiscal Impact / Funding Source

FUNDING SOURCE: SOURCE
Water Renewal and Replacement Fund, WASD Revenue Bonds Sold,
General Obligation Bonds, and Wastewater Renewal Fund

PTP FUNDING: No

GOB FUNDING: Yes

GOB PROJECT:	<u>GOB PROJECT / DESCRIPTION</u>	<u>GOB ALLOCATION</u>
	17-GOB - Countywide Water and Sewer System Enhancements	<u>\$73,943.55</u>

CAPITAL BUDGET PROJECTS:	<u>BUDGET PROJECT / DESCRIPTION</u>	<u>AWARD ESTIMATE</u>
	9653281-SANITARY SEWER SYSTEM EXTENSION Book Page: 308 Funding Year: FY 2006-2007	<u>\$412,500.00</u>
	9653311-WATER DISTRIBUTION SYSTEM EXTENSION ENHANCEMENTS Book Page: 319 Funding Year: FY 2006-2007	<u>\$412,500.00</u>

Project Totals: **\$825,000.00**

**PROJECT TECHNICAL
CERTIFICATION
REQUIREMENTS:**

	<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
	Prime	6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS
	Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
	Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
	Other	10.05	ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING
	Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING
	Other	16.00	GENERAL CIVIL ENGINEERING

NTPC'S DOWNLOADED: 117
PROPOSALS RECEIVED: 14

CONTRACT PERIOD: 1825 Calendar Days; Five (5) years. Design services for various projects including permitting, 3 years. Construction solicitation and bids for 1 year and construction management services for 1 year.
CONTINGENCY PERIOD: 182
IG FEE INCLUDED IN BASE CONTRACT: Yes
ART IN PUBLIC PLACES: No

BASE ESTIMATE: \$750,000.00

BASE CONTRACT AMOUNT: \$750,000.00

CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$75,000.00	

TOTAL DEDICATED ALLOWANCE: \$0.00
TOTAL AMOUNT: \$825,000.00

Track Record / Monitor

EXPLANATION
 At the First-Tier meeting, on April 12, 2007 the Competitive Selection Committee ranked CES Consultants, Inc. as the highest ranking firm of the 14 firms that submitted proposals. The Committee waived the 2nd Tier meeting.

 The Negotiation Committee was approved on May 30, 2007. On June 13, 2007 the Negotiation Committee met and concluded its negotiations on June 19, 2007 with CES Consultants, Inc., this is the recommendation to award the contract to CES Consultants, Inc.

 Based on the Office of Capital Improvements CIIS database, the County has completed one (1) evaluation for CES Consultants, Inc. with an overall performance of 4 points out of a total of 4 points.

SUBMITTAL DATE: 3/16/2007
ESTIMATED NOTICE TO PROCEED: 10/25/2007
PRIME CONSULTANT: CES Consultants, Inc.
COMPANY PRINCIPAL: Rudy M. Ortiz, P.E.

COMPANY QUALIFIERS: Rudy M. Ortiz, P.E.

COMPANY EMAIL ADDRESS: rortiz@cesconsult.com

COMPANY STREET ADDRESS: 14750 NW 77th Court, Suite 360

COMPANY CITY-STATE-ZIP: Miami Lakes, FL 33016

YEARS IN BUSINESS: 6

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: CES Consultants, Inc. has received four (4) contracts from various Miami-Dade County Departments for a total dollar value of \$6,075,000.

SUBCONSULTANTS: Nadic Engineering Services, Inc., ES Consultants, Inc., Polaris 2 Surveyors and Mappers, Inc., and M. Gill & Associates, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: **MEETING DATE:** 11/29/2006 **SIGNOFF DATE:** 12/13/2006

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	MEASURE GOAL	COMMENT
CBE	0.00% 100% Set-aside	
CWF	0.00% Not Applicable	


MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME/PHONE/EMAIL:	Reynaldo J. Abreu	305-669-7775	RJABR01@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Patty David	786-552-8040	pattyd@miamidade.gov

Background

BACKGROUND: CES Consultants, Inc. will provide engineering design, limited construction management services and project coordination services for system upgrades to the water distribution and the sewage collection systems including sewer force mains and gravity piping. These engineering services are needed for system upgrades for water and sewer improvements to replace undersized facilities, to provide increased fire-flow protection and to provide new facilities for system betterments.

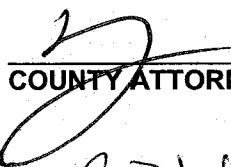
BUDGET APPROVAL
FUNDS AVAILABLE:

For Jan

OSBM DIRECTOR

8/17/07
DATE

95

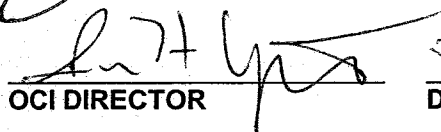
APPROVED AS TO
LEGAL SUFFICIENCY:


COUNTY ATTORNEY

8-7-07
DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE:


8-14-07


OCI DIRECTOR

8/21/07
DATE


ASSISTANT COUNTY
MANAGER

8-22-07
DATE

CLERK DATE

DATE

Contract to Award Recommendation
Design of Upgrades for Water Distribution and Sanitary Sewer Force Mains
and Sanitary Sewer Gravity Mains
CES CONSULTANTS, INC.
Project No. E06-WASD-09 GOB

**BUDGET PROJECT AND
DESCRIPTION:**

9653281 – Sanitary Sewer System Extension

9653311 – Water Distribution System Extension
Enhancements

FUNDING SOURCE:

Water Renewal & Replacement Fund, WASD Revenue
Bonds Sold, General Obligation Bonds, and Wastewater
Renewal & Replacement Funds

INDEX CODES:

EW221 and EW621

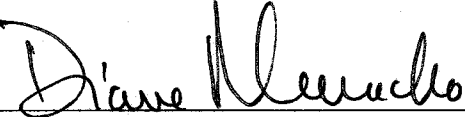
**ASSISTANT DIRECTOR,
ENGINEERING:**

 8/7/07
EDUARDO A. VEGA, P.E. DATE

DEPT. BUDGET OFFICER

 8/3/2007
PEDRO VELAR DATE

**ASSISTANT DIRECTOR,
FINANCE**

 8/7/07
DIANE CAMACHO DATE

**DEPUTY DIRECTOR,
OPERATIONS**

 8/7/07
JOSEPH A. RUIZ, JR. DATE

STRATEGIC AREA: Neighborhood and Unincorporated Area Municipal Services
DEPARTMENT: Water and Sewer

***** FUNDED PROJECTS *****
(dollars in thousands)

SANITARY SEWER SYSTEM EXTENSION

PROJECT # 9653281

DESCRIPTION: Extend sewer system lines to include the existing sanitary sewer needs assessment

LOCATION: Systemwide

Systemwide

DISTRICT LOCATED: Systemwide

DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Wastewater Renewal Fund	18,879	1,554	8,166	10,720	13,414	11,720	10,720	11,026	86,199
EPA Grant	0	500	1,000	1,500	0	0	0	0	3,000
Building Better Communities GOB Program	5,854	1,010	2,310	1,749	2,467	1,288	1,762	80,192	96,632

TOTAL REVENUE:	24,733	3,064	11,476	13,969	15,881	13,008	12,482	91,218	185,831
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	1,677	353	1,115	1,319	1,184	1,293	1,439	8,528	16,908
Construction	16,758	3,530	11,144	13,174	11,832	12,916	14,371	85,198	168,923

TOTAL EXPENDITURES:	18,435	3,883	12,259	14,493	13,016	14,209	15,810	93,726	185,831
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SANITARY SEWER SYSTEM IMPROVEMENTS

PROJECT # 9650221

DESCRIPTION: Construct sanitary sewer system improvements using funds from the special construction fund including special taxing districts

LOCATION: Systemwide

Systemwide

DISTRICT LOCATED: Systemwide

DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Wastewater Special Construction Fund	5,707	0	0	0	0	0	0	0	5,707

TOTAL REVENUE:	5,707	0	0	0	0	0	0	0	5,707
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	46	48	71	71	71	71	71	71	520
Construction	459	474	709	709	709	709	709	709	5,187

TOTAL EXPENDITURES:	505	522	780	780	780	780	780	780	5,707
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STRATEGIC AREA: Neighborhood and Unincorporated Area Municipal Services
DEPARTMENT: Water and Sewer

***** FUNDED PROJECTS *****
(dollars in thousands)

WATER DISTRIBUTION SYSTEM EXTENSION ENHANCEMENTS

PROJECT # 9653311

DESCRIPTION: Install various water mains throughout the distribution system

LOCATION: Systemwide
Systemwide

DISTRICT LOCATED: Systemwide
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Water Renewal and Replacement Fund	45,004	5,905	3,947	6,937	6,937	6,437	6,937	6,885	88,989
EPA Grant	0	500	380	0	0	0	0	0	880
Building Better Communities GOB Program	12,566	3,778	1,737	3,108	8,123	1,402	2,663	63,811	97,188
WASD Revenue Bonds Sold	16,100	0	0	0	0	0	0	0	16,100

TOTAL REVENUE:	73,670	10,183	6,064	10,045	15,060	7,839	9,600	70,696	203,157
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	4,177	1,098	1,528	1,516	1,538	897	1,133	6,599	18,486
Construction	41,726	10,966	15,270	15,143	15,361	8,957	11,322	65,926	184,671

TOTAL EXPENDITURES:	45,903	12,064	16,798	16,659	16,899	9,854	12,455	72,525	203,157
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WATER ENGINEERING STUDIES

PROJECT # 9652001

DESCRIPTION: Conduct engineering studies to facilitate improvements to water treatment plants, wellfields, transmission, and distribution systems

LOCATION: Systemwide
Systemwide

DISTRICT LOCATED: Systemwide
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Water Connection Charges	250	0	0	0	0	0	0	0	250
WASD Revenue Bonds Sold	8,577	0	0	0	0	0	0	0	8,577

TOTAL REVENUE:	8,827	0	0	0	0	0	0	0	8,827
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	3,006	3,153	2,668	0	0	0	0	0	8,827

TOTAL EXPENDITURES:	3,006	3,153	2,668	0	0	0	0	0	8,827
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WATER EQUIPMENT AND VEHICLES

PROJECT # 9650141

DESCRIPTION: Acquire vehicles, equipment, and associated water system capital support materials

LOCATION: Systemwide
Systemwide

DISTRICT LOCATED: Systemwide
DISTRICT(s) SERVED: Systemwide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Water Renewal and Replacement Fund	19,115	7,744	4,523	8,786	8,786	8,786	8,786	8,146	74,672

TOTAL REVENUE:	19,115	7,744	4,523	8,786	8,786	8,786	8,786	8,146	74,672
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Equipment Acquisition	12,233	10,601	8,279	8,417	8,786	8,786	8,785	8,785	74,672

TOTAL EXPENDITURES:	12,233	10,601	8,279	8,417	8,786	8,786	8,785	8,785	74,672
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Dept. of Business Development
Project Worksheet

Project/Contract Title: DESIGN OF UPGRADES FOR WATER DISTRIBUTION AND SANITARY
SEWER FORCE MAINS AND SANITARY SEWER GRAVITY MAINS (SIC 871) RC Date: 11/29/2006
1-01
Project/Contract No: E06-WASD-09 Funding Source: Item No:
Department: WATER & SEWER DEPARTMENT WATER RENEWAL & WASD
Estimated Cost of Project/Bid: \$750,000.00 REVENUE B Resubmittal Date(s):
Description of Project/Bid: TO ESTABLISH A CONTRACT TO EMPLOY AN ENGINEERING FIRM TO PROVIDE ENGINEERING DESIGN, LIMITED
CONSTRUCTION MANAGEMENT AND PROJECT COORDINATION SERVICES. THE DESIGN SERVICES ARE ANTICIPATED
TO INCLUDE, BUT NOT BE LIMITED TO, PERFORMING PRELIMINARY ROUTE ANALYSIS, SITE INVESTIGATIONS,
SURVEYING, GEOTECHNICAL SERVICES, MAINTENANCE OF TRAFFIC PLANS, HYDRAULIC ANALYSIS,
COORDINATION WITH OTHER UTILITIES, OTHER MUNICIPALITIES AND THE PUBLIC, PREPARATION OF DESIGN
REPORTS, DRAWINGS AND CONTRACT SPECIFICATIONS.

Contract Measures Recommendation

Measure	Program	Goal Percent
1st Tier Setaside	CBE	100.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V

The proposed Professional Services Agreement will be for a five (5) year period; Funding Sources: Water Renewal & Replacement
Funds and Future WASD Revenue Bonds.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
W & S SEWER SYS-WATER DIST & SANITARY SEWAGE COLL	CBE	\$450,000.00	60.00%	47
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$37,500.00	5.00%	11
GENERAL CIVIL ENGINEERING	CBE	\$37,500.00	5.00%	55
ENGINEERING CONSTRUCTION MANAGEMENT	CBE	\$187,500.00	25.00%	73
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	CBE	\$22,500.00	3.00%	7
ENVIRONMENTAL ENG-CONTAMINATION ASSESS & MONITOR	CBE	\$15,000.00	2.00%	14
Total		\$750,000.00		

Living Wages: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside ☒

Set Aside Level 1 Level 2 Level 3

Trade Set Aside (MCC) Goal Bid Preference

No Measure Deferred Selection Factor

[Signature] 11/29/06 *[Signature]* 12/13/06
Chairperson, Review Committee Date County Manager Date

Memorandum

**MIAMI-DADE
COUNTY****Date:** April 24, 2007**To:** Roger Hernstadt, Director
Office of Capital Improvements**From:**  Marsha E. Jackman, Director
Department of Business Development**Subject:** CBE Compliance Review
Project No. E06-WASD-09
Design Upgrades for Water Distribution and Sanitary Sewer Force Mains and Sanitary
Sewer Gravity Mains

The Department of Business Development (DBD) has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 100% Set-Aside for CBE-A/E firms.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from CAS Engineering, Inc. (#6), C.H. Perez & Associates Consulting Engineers, Inc. (#7), Leiter, Perez & Associates, Inc. (#8), Robayna and Associates, Inc. (#12), CES Consultants, Inc. (#13), and BCC Engineering, Inc. (#14) for compliance review.

CAS Engineering, Inc. (#6) a certified CBE-A/E firm, submitted the required Schedule of Participation that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, General Civil Engineering, and Engineering Construction Management at 85%. The Schedule of Participation also listed CBE sub-consultants ES Consultants, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring at 3%, HR Engineering Services, Inc. to perform Geotechnical & Materials Engineering Services at 5%, and Hadonne Corp. to perform Surveying and Mapping-Land Surveying at 7%. The Letters of Intent submitted were in agreement with the Schedule of Participation. CAS Engineering, Inc. is in compliance with the CBE Participation Provisions.

C.H. Perez & Associates Consulting Engineers, Inc. (#7) a certified CBE-A/E firm, submitted the required Set-Aside List of Subconsultants that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Surveying and Mapping-Land Surveying, and Engineering Construction Management at 45%. The Set-Aside List of Subconsultants also listed CBE sub-consultants Alvarez Engineers, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection and General Civil Engineering at 25%, EBS Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management at 20%, Geosol, Inc. to perform Geotechnical & Materials Engineering Service and Environmental Engineering-Contamination Assessment & Monitoring at 5%, and K.M. Engineering Consultants, Inc. to perform General Civil Engineering and Engineering Construction Management also at 5%. The Letter of Intent submitted for Alvarez Engineers was in agreement with the Set-Aside List of Subconsultants. However, the other Letters of Intent submitted listed W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection and Environmental Engineering-Contamination Assessment

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& Monitoring for EBS Engineering, Geotechnical & Materials Engineering Services for Geosol, Inc., and Public Involvement and General Civil Engineering for K.M. Engineering Consultants, of which the Public Involvement cannot be applied towards the satisfaction of the CBE goal. In a clarification letter to the Department of Business Development, C.H. Perez & Associates confirmed the following: "The scope of work that will be performed by our sub-consultants will match the categories indicated on their respective Letters of Intent." C.H. Perez & Associates Consulting Engineers, Inc. is in compliance with the CBE Participation Provisions.

Leiter, Perez & Associates, Inc. (#8) a certified CBE-A/E firm, submitted the required Set-Aside List of Subconsultants that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment & Monitoring, Surveying and Mapping-Land Surveying, General Civil Engineering, and Engineering Construction Management at 90%. The Set-Aside List of Subconsultants also listed CBE sub-consultant Geosol, Inc. to perform Geotechnical & Materials Engineering Services at 10%. The Letter of Intent submitted was in agreement with the Set-Aside List of Subconsultants, Leiter, Perez & Associates, Inc. is in compliance with the CBE Participation Provisions.

Robayna and Associates, Inc. (#12) a certified CBE-A/E firm, submitted the required Set-Aside List of Subconsultants that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Surveying and Mapping-Land Surveying, General Civil Engineering, and Engineering Construction Management at 53%. The Set-Aside List of Subconsultants also listed CBE sub-consultants Cardozo Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, General Civil Engineering, and Engineering Construction Management at 35% and Nadic Engineering Services, Inc. to perform Geotechnical & Materials Engineering Services, General Civil Engineering, and Engineering Construction Management at 12%. The Letters of Intent submitted were in agreement with the Set-Aside List of Subconsultants. Robayna and Associates, Inc. is in compliance with the CBE Participation Provisions.

CES Consultants, Inc. (#13) a certified CBE-A/E firm, submitted the required Set-Aside List of Subconsultants that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, General Civil Engineering, and Engineering Construction Management at 60%. The Set-Aside List of Subconsultants also listed CBE sub-consultants ES Consultants, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring and General Civil Engineering at 30%, P (3)SM, LLC. to perform Surveying and Mapping-Land Surveying at 5%, and Nadic Engineering Services, Inc. to perform Geotechnical & Materials Engineering Services also at 5%. The Letters of Intent submitted were in agreement with the Set-Aside List of Subconsultants. CES Consultants, Inc. is in compliance with the CBE Participation Provisions.

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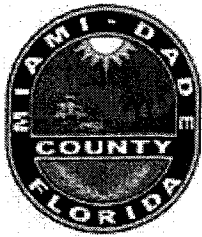
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BCC Engineering, Inc. (#14) a certified CBE-A/E firm, submitted the required Set-Aside List of Subconsultants that listed itself to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, General Civil Engineering, and Engineering Construction Management at 68%. The Set-Aside List of Subconsultants also listed CBE sub-consultants Geosol, Inc. to perform Geotechnical & Materials Engineering Services at 4%, Westhorp & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management at 18%, and Avino & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 10%. The Letters of Intent submitted for Geosol, Inc. and Avino & Associates were in agreement with the Set-Aside List of Subconsultants. However, the Letter of Intent submitted for Westhorp & Associates listed W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management at 17.5%. In a clarification letter to the Department of Business Development, BCC Engineering confirmed the following: "By means of this letter, BCC Engineering certifies that it is committing 18% of the work effort and fees to Westhorp and Associates." BCC Engineering, Inc. is in compliance with the CBE Participation Provisions.

Please note that DBD staff only reviewed and addressed compliance with the CBE-A/E program. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

cc: Luisa Millan-Donovan, OCI
Jeboria Stanley, DBD
File



MIAMI-DADE COUNTY, FLORIDA

GENERAL OBLIGATION BOND

Miami-Dade Water and Sewer Department

3071 SW 38 AVE Suite 533

Miami, FL 33146

PROJECT NUMBER: **17** PROJECT NAME: Countywide Water and Sewer System Enhancements

MANAGING

OWNER

DEPARTMENT: Miami-Dade Water and Sewer Department DEPARTMENT: Miami-Dade Water and Sewer Department

DESCRIPTION: Construct main, pipeline and other enhancements to water delivery systems and to sewer collection systems to increase efficiency, capacity, quality of service, public health or fire protection.

CATEGORY: Construct and Improve Water, Sewer and Flood Control Systems

GOB ALLOCATION: 205,220,000

COST ESTIMATE: 205,220,000

LOCATION: Various

DEPT PROJECT NO: 17

LAST UPDATE USERID/DATE: anaw / 6/13/2007

Start

UMSA: ☐

NTP DATE: 1/1/1900

MANAGING CONTACT NAME/PHONE/EMAIL: Carlos J. Ramos Jr. Phone: (786) 552-8097

Email: CRAMON@miami.gov

OWNER CONTACT NAME/PHONE/EMAIL: Pedro Velar

Phone: 786-552-8544

Email: PLV@miami.gov

EXIT

SITES

PROJECT REPORT 6

EXECUTIVE SUMMARY

TOTALS

SITE SCHEDULES REPORT 20

COST REPORT 21

Department: Miami-Dade Water and Sewer Department

7/26/2007 9:52:37 AM

GENERAL OBLIGATION BOND PROJECT TOTALS

GOB Project Title: 17 -Countywide Water and Sewer System Enhancements

GOB Project Desc: Construct main, pipeline and other enhancements to water delivery systems and to sewer collection systems to increase efficiency, capacity, quality of service, public health or fire protection.

Summary: All Sites in Project

	Recs:	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13
SITES:	59	7,173,546	1,719,000	8,978,915	12,230,332	19,658,394	10,425,813	5,935,000	7,714,000	8,111
GOB MILESTONES:	173	2,828,101	2,660,445	8,978,915	12,230,332	19,002,394	11,081,813	5,935,000	7,714,000	8,111
NON GOB MILESTONES:	8	0	0	888,000	990,000	1,503,000	23,000	0	0	0
GOB FUNDING:	141	5,488,546	0	8,978,915	12,230,332	19,658,394	10,425,813	5,935,000	7,714,000	8,111
NON GOB FUNDING:	8	1,685,000	1,719,000	0	0	0	0	0	0	0
TOTAL FUNDING:	149	7,173,546	1,719,000	8,978,915	12,230,332	19,658,394	10,425,813	5,935,000	7,714,000	8,111

BUDGET PROJECT 9653281

Project Title: 9653281-SANITARY SEWER SYSTEM EXTENSION

Project Desc: Extend sewer system lines

Project \$\$	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
(\$\$ in 000's)	10/2/2000	9/30/2010	18,435	3,883	12,259	14,493	13,016	185,831

Project Type: GOB-BBC

CDPWeb Project Milestones (\$ IN 000'S)

<u>Milestone:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Planning/Design	N/A	N/A	1,677	353	1,115	1,319	1,184	16,908
Construction	N/A	N/A	16,758	3,530	11,144	13,174	11,832	168,923

CDPWeb Project Revenue (\$ IN 000'S)

<u>Revenue:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Wastewater Renewal Fu	N/A	N/A	18,879	1,554	8,166	10,720	13,414	86,199
EPA Grant	N/A	N/A	0	500	1,000	1,500	0	3,000
Building Better Commu	N/A	N/A	5,854	1,010	2,310	1,749	2,467	96,632

EXIT

Current Contracts for Project 9653281

<u>Dept</u>	<u>ContractNo</u>	<u>Contract Name</u>	<u>RTA Budget Allocation</u>	<u>Award Budget Allocation</u>	<u>CIIS Award</u>
WS	<u>E05-WASD-12, GOB</u>	Perrine-Cutler Ridge Water and	\$880,000.00	\$0.00	\$1,600,000.00
WS	<u>E05-WASD-12, GOB</u>	Perrine-Cutler Ridge Water and	\$0.00	\$880,000.00	\$1,600,000.00
WS	<u>E05-WASD-13, GOB</u>	NW 37th Avenue Water and Sewer	\$0.00	\$825,000.00	\$1,500,000.00
WS	<u>E05-WASD-13, GOB</u>	NW 37th Avenue Water and Sewer	\$825,000.00	\$0.00	\$1,500,000.00
WS	<u>E05-WASD-14, GOB</u>	Miami Gardens Sanitary Sewage	\$1,100,000.00	\$0.00	\$1,000,000.00
WS	<u>E05-WASD-14, GOB</u>	Miami Gardens Sanitary Sewage	\$0.00	\$1,100,000.00	\$1,000,000.00
WS	<u>E06-WASD-09</u>	Design of Upgrades for the MDW	\$0.00	\$412,500.00	\$750,000.00
WS	<u>E06-WASD-09</u>	Design of Upgrades for the MDW	\$412,500.00	\$0.00	\$750,000.00
WS	<u>E06-WASD-16</u>	Design of Upgrades for the MDW	\$0.00	\$412,500.00	\$750,000.00
WS	<u>E06-WASD-16</u>	Design of Upgrades for the MDW	\$412,500.00	\$0.00	\$750,000.00
WS	<u>S-783</u>	Installation of 16-inch ductil	\$0.00	\$1,622,283.37	\$1,435,649.00
WS	<u>S-783</u>	Installation of 16-inch ductil	\$740,000.00	\$0.00	\$1,435,649.00

Total Allocated: \$4,370,000.00 \$5,252,283.37

Current Sites for Project 9653281

<u>Site</u>	<u>Location</u>
68515	Various Locations

BUDGET PROJECT 9653311

Project Title: 9653311-WATER DISTRIBUTION SYSTEM EXTENSION ENHANCEMENTS

Project Desc: Install various water mains throughout the distribution system

Project \$\$	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
(\$\$ in 000's)	<u>10/1/2000</u>	<u>9/30/2011</u>	<u>45,903</u>	<u>12,064</u>	<u>16,798</u>	<u>16,659</u>	<u>16,899</u>	<u>203,157</u>

Project Type: GOB-BBC

CDPWeb Project Milestones (\$ IN 000'S)

<u>Milestone:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Planning/Design	N/A	N/A	4,177	1,098	1,528	1,516	1,538	18,486
Construction	N/A	N/A	41,726	10,966	15,270	15,143	15,361	184,671

CDPWeb Project Revenue (\$ IN 000'S)

<u>Revenue:</u>	<u>Start:</u>	<u>End:</u>	<u>Prior:</u>	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
Water Renewal and Rep	N/A	N/A	45,004	5,905	3,947	6,937	6,937	88,989
EPA Grant	N/A	N/A	0	500	380	0	0	880
Building Better Commu	N/A	N/A	12,566	3,778	1,737	3,108	8,123	97,188

EXIT

Current Contracts for Project 9653311

<u>Dept</u>	<u>ContractNo</u>	<u>Contract Name</u>	<u>RTA Budget Allocation</u>	<u>Award Budget Allocation</u>	<u>CIIS Award</u>
WS	<u>20040275</u>	Street Pavement Rehabilitation	\$555,000.00	\$0.00	\$995,495.49
WS	<u>20040275</u>	Street Pavement Rehabilitation	\$0.00	\$555,000.00	\$995,495.49
WS	<u>20040276</u>	Street Pavement Rehabilitation	\$0.00	\$555,000.00	\$995,495.50
WS	<u>20040276</u>	Street Pavement Rehabilitation	\$555,000.00	\$0.00	\$995,495.50
WS	<u>E05-WASD-12, GOB</u>	Perrine-Cutler Ridge Water and	\$880,000.00	\$0.00	\$1,600,000.00
WS	<u>E05-WASD-12, GOB</u>	Perrine-Cutler Ridge Water and	\$0.00	\$880,000.00	\$1,600,000.00
WS	<u>E05-WASD-13, GOB</u>	NW 37th Avenue Water and Sewer	\$0.00	\$825,000.00	\$1,500,000.00
WS	<u>E05-WASD-13, GOB</u>	NW 37th Avenue Water and Sewer	\$825,000.00	\$0.00	\$1,500,000.00
WS	<u>E05-WASD-15, GOB</u>	City of Miami Undersized Water	\$330,000.00	\$0.00	\$300,000.00
WS	<u>E05-WASD-15, GOB</u>	City of Miami Undersized Water	\$0.00	\$330,000.00	\$300,000.00
WS	<u>E05-WASD-16, GOB</u>	City of Miami Undersized Water	\$0.00	\$330,000.00	\$300,000.00
WS	<u>E05-WASD-16, GOB</u>	City of Miami Undersized Water	\$330,000.00	\$0.00	\$300,000.00
WS	<u>E06-WASD-09</u>	Design of Upgrades for the MDW	\$0.00	\$412,500.00	\$750,000.00
WS	<u>E06-WASD-09</u>	Design of Upgrades for the MDW	\$412,500.00	\$0.00	\$750,000.00
WS	<u>E06-WASD-16</u>	Design of Upgrades for the MDW	\$0.00	\$412,500.00	\$750,000.00
WS	<u>E06-WASD-16</u>	Design of Upgrades for the MDW	\$412,500.00	\$0.00	\$750,000.00
WS	<u>W-863</u>	Installation of 30-Inch Water	\$1,805,931.00	\$0.00	\$1,584,150.00
WS	<u>W-863</u>	Installation of 30-Inch Water	\$0.00	\$1,805,931.00	\$1,584,150.00
WS	<u>W-881</u>	Needs Assesment Program Projec	\$0.00	\$801,501.09	\$709,293.00

WS

W-881

Needs Assesment Program Projec

\$840,000.00

\$0.00

\$709,293.00

Total Allocated: \$6,945,931.00 \$6,907,432.09

Current Sites for Project 9653311

Site

Location

68517

Various Locations

Find Contracts With Search String ==>

Status View

Exit

Projects

Goto Bottom



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 650792884

CES Consultants, Inc.

<u>DST</u>	<u>DPT</u>	<u>Contract</u>	<u>Name</u>	<u>Location / Contractor</u>	<u>Estimated Completion Date</u>	<u>Total Award</u>	<u>Last Status Date</u>	<u>% Complete / Status</u>
0	DE	<u>E01-DERM-04, EP-39</u>	Consultants for Civil Engineer	Various	12/18/2003	\$500,000	6/7/2005 2:44:00 PM	100% / Complete
0	PW	<u>E01-PW-03, EP-4</u>	Soils, Foundations and Material	Countywide	N/A	\$750,000		0% / N/A
0	PW	<u>E01-PW-05, E-04</u>	Consultants for General Engine	Countywide	6/1/2007	\$4,000,000		0% / N/A
30	CQ	<u>E05-OCI-02, B-4</u>	Consultant Services for Constr	Countywide	N/A	\$750,000		0% / N/A
30	WS	<u>E06-WASD-09</u>	<u>Design of Upgrades for the MDW</u>	<u>Various locations throughout M</u>	<u>N/A</u>	<u>\$750,000</u>	<u>3/26/2007</u>	<u>0% / On Schedule</u>
Totals:					5	\$6,750,000		

* Contracts with Green Name are PSA Agreements

Status View

Exit

Projects

Goto Top



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Public Works Department

Project Evaluation

Evaluation Type: Standard Evaluation

Contract: E01-PW-05, E-04
Contract Name: Consultants for General Engineering Design and Management to Act as a Master Consultant for the Development of an Infrastructure Comprehensive Plan Incorporating All County Assets and Projects including FEMA
Award Amount: \$4,000,000.00
Contract Type: PSA
Contractor Consultant: CES Consultants, Inc.
Work Order No:
Contact: Lissett Cabrera
(305) 375-4720
FEIN: 650792884

Evaluator ID: kopp

Date: 6/14/2007

Period: Project conclusion or closeout

	Rating *					Criteria
	4	3	2	1	N/A	
1-	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Vision - Design - Concepts or adherence to criteria.
4-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawing plans, manuals, project documentation and conflict resolution.
7-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Commitment - Intangibles & contribution to project success.
10-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Personnel - Quality and dedication of project staff.
11-	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Management - Leadership ability.
12-	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Duane Kopp at phone# (305) 375-2111

Evaluation Reviewed by: Supervisor ☐ Division Chief ☒ Assistant Director ☐ Director ☐

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☒ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

Evaluation delivered to: Carolina A. Pena, CES Fax:305.827.1121

* Rating Key

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.
- 3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information

6/14/2007 - Project conclusion or closeout

Refresh

Print

Exit

Date Last Edited : 06/08/2007 -16:41:59



MIAMI DADE COUNTY A&E Firm History Report

From: N/A To: N/A

FIRM NAME: CES CONSULTANTS, INC.
14750 NW 77th Ct, Suite #360
Miami Lakes, FL 33016-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE	SUBCONTRACTORS
* E01-DERM-04 EP	37	DE	NO MEASURE	11/03/2001	\$500,000	\$134,235 12/31/2003		\$0	
FEMA DORM Drainage Projects (SIC 871)					\$500,000				
* E01-PW-03, EP	4	PW	NO MEASURE	11/03/2001	\$750,000	\$54,352 11/04/2003		\$0	* ATC GROUP SERVICES INC. DBA ATC ASSOCIATES INC - \$32,648.09
PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE COUNTYWIDE SOILS, FOUNDATION AND MATERIALS TESTING SERVICES (SIC 871)					\$750,000				
E01-PW-05, E	4	PW	SET ASIDE CBE 100%	09/29/2003	\$4,000,000	\$1,737,740		\$0	* CARDOZO ENGINEERING, INC. - \$142,593.37 * ES CONSULTANTS INC. - \$195,844.89 * NOVA CONSULTING, INC. - \$502,978.99
CONSULTANTS FOR ENGINEERING MANAGEMENT SERVICES (4 AGREEMENTS AT \$4,000,000.00 EACH) (SIC 871)					\$4,000,000				
E05-OCI-02 B	4	CQ	SET ASIDE CBE 100%	06/14/2006	\$825,000	\$341,689 11/29/2006		\$0	
NOTICE OF CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (EIGHT (8) AGREEMENTS @ \$750,000.00 EACH) (SIC 871)					\$825,000				

* Indicates closed or expired contracts

Monday, June 25, 2007

Change Orders without dates are pending BCC approval

Page 1

Ver: 1

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MIAMI DADE COUNTY A&E Firm History Report

From: N/A To: N/A

FIRM NAME: CES CONSULTANTS, INC.
14750 NW 77th Ct, Suite #360
Miami Lakes, FL 33016-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE REPORTED	DATE	SUBCONTRACTORS
Total Award Amount					\$6,075,000				
Total Change Orders Approved by BCC					\$0				
Total Change Orders Approved After Requested Date Range					\$6,075,000				
Total Change Orders Pending					\$0				
					\$6,075,000				

21

FAML6450 V5.1 MIAMI-DADE COUNTY 5.1 ONLINE FAMIS SYSTEM 08/14/2007
 LINK TO: ORGANIZATION SUMMARY INQUIRY 3:31 PM

BALANCE (Y,M,Q,A) : A - : CURRENCY CODE :
 FISCAL MO/YEAR : 11 2007 AUG 2007
 INDEX CODE : CPA017WS1888 COUNTYWIDE WATER & SEWER IMP.
 ORGANIZATION :
 CHAR / OBJECT :
 FDTP FUND SFND :
 PROJECT PROJ DTL :
 GRANT GRANT DTL :
 USER CODE :

S	SUBOBJ	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	31540	SIGNS READY MADE		1,774		-1,774
	61111	DISTRIB OF FUNDS I		2,671,625		-2,671,625
	99034	COUNTY CHARGES-CON	150,000			150,000
	99099	INFRASTRUCTURE-BUD	2,850,000			2,850,000
		EXPENDITURE TOTAL	3,000,000	2,673,398		326,602
		REVENUE LESS EXPE	-3,000,000	-2,673,398		326,602

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
 F7-PRIOR PG F8-NEXT PG F9-LINK
 G014 - RECORD FOUND

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CES CONSULTANTS, INC.

Agreement No. 07CESC001

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 2007, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and CES CONSULTANTS, INC. a Florida corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide the professional services described herein in connection with the Design of Upgrades for the Miami-Dade Water and Sewer Department's Water Distribution and Sanitary Sewer Force Mains and Sanitary Sewer Gravity Mains - hereinafter referred to as the "Project".

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Subject</u>
1.	County Obligations and Authorization to Proceed
2.	Professional Services
3.	Engineer's Responsibilities
4.	Task Authorization: Time for Completion
5.	Delay in Performance
6.	Compensation
7.	Methods of Payments
8.	Change of Principal and/or Project Manager
9.	Schedule of Work
10.	Right of Decisions
11.	Ownership of Documents
12.	Notices
13.	Audit Rights
14.	Subconsultants
15.	Prompt Payment to Small Business Subconsultants
16.	Warranty
17.	Termination of Agreement
18.	Duration of Agreement
19.	Default
20.	Indemnification and Insurance
21.	Ordinances
22.	Proprietary Information
23.	Affirmative Action Plan
24.	Equal Opportunity

25. Office of the County Inspector General
26. Independent Private Sector Inspector General
27. Domestic Leave
28. Performance Evaluations
29. Ethics Commission
30. Assignment of Agreement
31. Entirety of Agreement
32. Modification
33. Governing Law
34. Security Restrictions
35. Sanctions for Contractual Violations
36. Severability

1. COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED: The COUNTY agrees that its Miami-Dade Water and Sewer Department, hereinafter referred to as the "Department", shall furnish to the ENGINEER any plans or other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

The ENGINEER shall submit a proposal upon the Director's request prior to the issuance of a task authorization to proceed. No payment shall be made for the ENGINEER's time or service in connection with the preparation of any such proposal. The Director or his designee shall confer with the ENGINEER before any authorization to proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to the task orders, subject to the conditions of this Agreement. No payment shall be made for the ENGINEER's time on services in connection with the preparation of any such proposal.

The Director of the Miami-Dade Water and Sewer Department, hereinafter referred to as the "Director", or his designee, shall issue written task order authorizations to proceed to the ENGINEER for each section of the work to be performed hereunder. In case of emergency, the COUNTY, through the Director, reserves the right to issue oral authorizations to the ENGINEER with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the ENGINEER shall cease work and submit an invoice for work completed.

2. PROFESSIONAL SERVICES: Upon receipt of authorization to proceed from the Director, the ENGINEER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task order authorization to proceed. The services under this Agreement shall be performed by the ENGINEER during hours which generally correspond but are not necessarily limited to those office hours of the Department. The services under this Agreement shall be performed by the ENGINEER. Said services include engineering design, limited construction management and project coordination services for system upgrades to the water distribution and sewer force mains and gravity piping.

Task Order One (Exhibit B) – The consultant will design for the installation of approximately 2,050 linear feet of 8-inch Ductile Iron Pipe Water Main along Banos Court between University Drive and Riviera Drive, which will include, but not limited to the following tasks:

1. Full Route Survey
2. Design Work
3. Limited Construction Support Services

The total compensation for Task Order One is \$73,943.55 and the work should be completed within 150 days once the Notice to Proceed has been issued. Any modification(s) made to Task Order One must be approved by the MDWASD Director or his designee. Additional task orders as authorized by the MDWASD Director will be forthcoming.

3. ENGINEER'S RESPONSIBILITIES: In connection with professional services to be rendered pursuant to this Agreement, the ENGINEER agrees to:

- A. Use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
- B. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable task order authorization to proceed.
- C. Comply with the federal, state and local laws or ordinance applicable to the work.
- D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- E. Report the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.
- F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
- G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the ENGINEER has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER.
- H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval from a county, city, state, or federal agency from which a permit or other approval is required.
- I. Use computer and networking hardware, software and firmware standards as approved by the IT Division of the Department. IT staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of IT. All electronic data performed or produced in the performance of this agreement shall be transferred in an approved media and format by IT.

- J. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY.
- K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these if the system is developed outside these parameters will be the burden of the consultant.
- L. The COUNTY reserves the right to require background checks on consultant staff working on sensitive WASD infrastructure information, especially GIS layers. The Department may request non-disclosure agreements to be signed regarding infrastructure information and shall hold the consultant responsible for the security of this data.
- M. All consultant staff wishing to gain access to work via the COUNTY network will require a network ID and password issued within the guidelines set forth for security. This ID will be terminated after use on the project, or if not signed-on to the network after 10 days.

4. TASK AUTHORIZATION: TIME FOR COMPLETION: The services to be rendered by the ENGINEER for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or his designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed. Task assignment negotiations must be concluded within 21 calendar days from the date of the initial task order meeting between the department and consultant. Should negotiations and price proposal submittal not be provided within this time frame, the Office of Capital Improvements (OCI) shall be notified by the department to intervene, in an effort to resolve any delays.

5. DELAY IN PERFORMANCE: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The ENGINEER shall not be entitled to an increase in this Agreement sum or payment or compensation of any kind from the COUNTY or direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the ENGINEER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the ENGINEER shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this Agreement shall be extended only if the ENGINEER is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the ENGINEER shall request in writing a time extension from the Director within ten (10) days of said force majeure or inevitable accident or occurrence. Failure to make such written request within the specified time shall be a bar on the ability of the ENGINEER to bring any civil action for either compensable or non-compensable time extension. For the purpose of this Paragraph, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies or terrorism, insurrections, riots, federal, state, county and local governmental restraints, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground

conditions and cave-ins, and contract default by the COUNTY's other consulting and design engineers and contractors. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

Such acts or events do not include inclement weather (except as noted above) or the acts or omissions of subconsultants, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

6. COMPENSATION: The COUNTY agrees to pay and the ENGINEER agrees to accept a fee representing full compensation for the performance of the services specified herein. The ENGINEER shall submit monthly invoices for all work in progress using a format and procedure provided by the Department and in accordance with the Prompt Payment Ordinance. Invoices shall be submitted within 120 days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the ENGINEER if the COUNTY determines that the ENGINEER submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below as specified in a written task authorization:

A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

- (1) The fee for professional services rendered by the ENGINEER's employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of 2.85 for office employees, 2.4 for the ENGINEER's employees working in COUNTY offices and 2.1 for all field employees excluding surveying. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such as salaries, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
- (2) For personnel required to be paid overtime, compensation for overtime work considered necessary and authorized in advance by the Director shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours). Principals shall not receive additional compensation for performance of overtime work.
- (3) The ENGINEER shall be compensated at the flat rate of \$110.00 per hour for the time of a Principal engaged directly in the work. This rate shall not be subject to the negotiated multiplier.

B. Lump Sum Fee The fee for any requested portion of work may, at the option of the DEPARTMENT, be a lump sum mutually agreed upon by the COUNTY and the ENGINEER and stated in the written authorization to proceed.

C. Reimbursable Expenses The ENGINEER may be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director or his designee in writing. Reimbursable expenses may include:

- (1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment and

instruments necessary for the efficient performance of the work, provided that such equipment and instruments become the property of the COUNTY upon work completion.

- (2) Expenses for travel, except that ENGINEER shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Chapter 112.061, Florida Statutes and the COUNTY'S Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director. For the purposes of this section, the principal place of business shall be considered the ENGINEER's local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the ENGINEER shall maintain accurate records in a format and procedure provided by the Department and the ENGINEER shall submit said records with their invoices.
- (3) Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his designee.
- (4) Reimbursable expenses of the ENGINEER and approved subconsultants shall be reimbursed on a direct cost basis.
- (5) The ENGINEER shall be required to submit original receipts of all reimbursable expenses.

D. Maximum Compensation: The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed seven hundred fifty thousand dollars (\$750,000). No minimum amount of compensation is guaranteed to the ENGINEER.

E. Contingency Allowance Accounts: Pursuant to County Code 2-8.1, an Allowance Account of 10% of the Basic Services Maximum Compensation as stated in Paragraph 6.D. above is permissible to be used by the Department for unforeseen conditions necessitating additional design. Before any extra work is begun a task authorization from the Department Director shall be given to the Engineer. The Engineer shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the COUNTY.

F. Certification of Wage Rates In Accordance with Florida Statute 287.055: The ENGINEER hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this paragraph, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

7. METHODS OF PAYMENT: The COUNTY agrees to make monthly or partial payments to the ENGINEER, in accordance with Prompt Payment Ordinance No. 94-40, currently in effect or as amended in the future, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER is responsible to submit invoices that do not contain charges that are more than 120 days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice for correction and resubmittal. The

ENGINEER agrees to provide all records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses.

- (1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular authorization to proceed that authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the ENGINEER shall submit a "Utilization Report" form in accordance with the Department of Business Development's requirements. Invoices shall not be considered valid without said form.
- (3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Paragraph 6.A. and 6.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee

- (1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the ENGINEER shall submit a "Utilization Report" form in accordance with the Department of Business Development's requirements. Invoices shall not be considered valid without said form.
- (3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous billings.
- (4) Payments shall be calculated on a percentage of work completed.

8. CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER: Rudy M. Ortiz, P.E. and Jose A. Caraballo, P.E. shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.

9. SCHEDULE OF WORK: The Department shall have the sole right to determine on which units or sections of the work the ENGINEER shall proceed and in what order. The written task order authorization to proceed issued by the Director shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each unit or section of work.

10. RIGHT OF DECISIONS: All services shall be performed by the ENGINEER to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the ENGINEER does not concur with the decisions of the Director, the ENGINEER shall present any such objections in writing to the County Mayor. The Director and the ENGINEER shall abide by the decisions of the County Mayor. The decision of the County Mayor shall be subject to review de novo by a court of competent jurisdiction.

11. OWNERSHIP OF DOCUMENTS: All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the ENGINEER or owned by a third party and licensed to the ENGINEER for use and reproduction, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the ENGINEER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the ENGINEER shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The ENGINEER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the ENGINEER in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. All drawings shall be AutoCAD format in a version acceptable to the Department. All documents other than drawings shall be in a print ready electronic format acceptable to the Department. All electronic delivery/submittal shall be submitted on CD or other electronic media acceptable to the Department. Directions shall be included with the transmittal and electronically in the root directory of the electronic media. When each individual task authorization of work requested pursuant to this Agreement is complete, one signed and sealed paper copy of all final documents which are in electronic form shall be delivered to the Director. When each individual task authorization of work requested pursuant to this Agreement is complete, one signed and sealed paper copy of all final documents which are in electronic form shall be delivered to the Director.

12. NOTICES: Any notices, reports or other written communications from the ENGINEER shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the ENGINEER shall be considered delivered when posted by certified mail to the ENGINEER at the last address left on file with the COUNTY or delivered in person to said ENGINEER or the ENGINEER's authorized representative.

13. AUDIT RIGHTS: The COUNTY reserves the right to audit the records of the ENGINEER related to this Agreement at any reasonable time and during normal business hours during the performance of the work included herein and for a period of five (5) years after final payment under this Agreement. The ENGINEER agrees to provide any records necessary to substantiate payment requests to the COUNTY, including audited financial statements. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to

the ENGINEER, the ENGINEER shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

14. SUBCONSULTANTS:

A. The ENGINEER shall utilize the following firms as subconsultants: Nadic Engineering, Services, Inc; Polaris 3 Surveyors and Mappers, Inc; ES Consultants, Inc., and M. Gill & Associates, Inc. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without the written consent of the Director or his designee after the Department of Business Development approves the additional subconsultant(s). In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Director or his designee and after the Department of Business Development approves the additional subconsultant(s). When applicable and upon receipt of such consent in writing by the Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

B. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade County Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of 100% set-aside based on the total amount of compensation authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a Utilization Report on or before the tenth working day following the preceding month.

15. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS: The ENGINEER agrees to comply with Section 2-8.1.4 of the Code of Miami-Dade County, requiring the ENGINEER to issue prompt payment to all small business contractors and to have dispute resolution procedures in place in the event of disputed payments to small businesses. Failure of the ENGINEER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment.

16. WARRANTY: The ENGINEER certifies and agrees that no companies or persons, other than bona fide employees working solely for the ENGINEER or the ENGINEER's subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the ENGINEER or the ENGINEER's subconsultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the ENGINEER for any work performed by COUNTY employees.

17. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days prior written notification or by declining to issue the written task order authorization, as provided herein in which event the COUNTY's sole obligation to the ENGINEER shall be payment, in accordance with Paragraph 6, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within

ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the ENGINEER, elect to employ other persons to perform the same or similar services.

18. DURATION OF AGREEMENT: This Agreement shall remain in full force and effect for a period of five (5) years after its date of execution (although actual completion of the services may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance) or until the completion of the professional engineering services contemplated herein, and as specified in the authorization to proceed or until depletion of the funds allocated to pay the cost of the services described herein, whichever occurs first. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.

19. DEFAULT: If the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by ten (10) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Paragraph of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

20. INDEMNIFICATION AND INSURANCE: Pursuant to section 725.08 of the Florida Statutes, the ENGINEER shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

The ENGINEER shall pay all claims and losses in connection therewith and shall pay all costs, judgments and attorney's fees for such claims which are finally determined to have been caused by the ENGINEER's negligence, recklessness or intentionally wrongful conduct of the ENGINEER. The ENGINEER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify and hold harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The ENGINEER, including subconsultants, shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division of General Services Administration. The ENGINEER shall maintain insurance coverage during the term of this Agreement which meet the requirements outlined below:

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount of \$1,000,000 per claim.
- C. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as additional insured with respect to this coverage.
- D. Workers' Compensation Insurance for all employees of the ENGINEER as required by Chapter 440.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division, or,

The companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Department's Intergovernmental Affairs Manager, Suite 435, 3071 S.W. 38th Avenue, Miami, Florida, 33146 prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Paragraph 20. The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies.

21. ORDINANCES: The ENGINEER agrees to abide by and be governed by Miami-Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:

- A. Ordinance No. 72-82 (Conflict of Interest), as amended, and Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the ENGINEER'S obligations hereunder. The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P. O. Box 012241, Miami, Florida 33101:
 - (1) A source of income statement;
 - (2) A current certified financial statement;
 - (3) A copy of the ENGINEER's Current Federal Income Tax Return.

B. The ENGINEER further agrees to comply with the requirements of applicable County, State and Federal Ordinances, Resolutions and/or Regulations, including, but not limited to the list below. The ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A".

- (1) Ordinance No. 90-133, Miami-Dade County Disclosure Affidavit;
- (2) Ordinance No. 91-22, Certification Regarding Lobbying;
- (3) Ordinance No. 91-142, Family Leave; as amended by Ordinance No. 92-91, superseded by Ordinance No. 93-118; modified by Resolution Nos. 1499-91 and R-183-00
- (4) Ordinance No. 92-15, Drug-Free Workplace;
- (5) Ordinance No. 92-27, Lobbyist Registration for Oral Presentation;
- (6) Ordinance No. 93-129, Debarment Disclosure Affidavit;
- (7) State of Florida Statutes 287.133(3) (a) on Public Crimes Affidavit;
- (8) Ordinance No. 94-34, Criminal Record Affidavit;
- (9) Ordinance No. 95-178, Delinquent or Currently Due Fees or Taxes;
- (10) Ordinance No. 97-215, Inspector General (IG);
- (11) Ordinance No. 99-152, False Claims;
- (12) Ordinance No. 99-162, Payments to County are not in arrears;
- (13) Ordinance No. 01-96, Code of Business Ethics Affidavit;
- (14) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
- (15) Resolution No. 113-94, Quarterly Reports (Private Sector Work);
- (16) Disability Nondiscrimination Affidavit; (Resolution No. 385-95/Americans with Disabilities Act of 1990).
- (17) Resolution No. 516-96 and Administrative Order No. 3-20, Independent Private Sector Inspector General (IPSIG);
- (18) Resolution No. 744-00, Requiring the continued engagement of critical personnel in contracts for Professional Services for the duration of the Project;
- (19) Resolution No. 185-00, Domestic Violence Leave
- (20) Administrative Order 3-39, Architectural and Engineering Selection Process

The ENGINEER further agrees to comply with any other ordinances or resolutions of the COUNTY that may become effective prior to the execution of this Agreement by both parties.

22. PROPRIETARY INFORMATION: Notwithstanding any other provisions of this Agreement or any provisions in a particular authorization to proceed, all of ENGINEER's proprietary computer programs or software, developed by ENGINEER outside of this Agreement shall remain the exclusive property of the ENGINEER, and shall not be disclosed to third parties, unless otherwise required by law. The ENGINEER shall provide the necessary licensing agreements to enable to the COUNTY to use proprietary property, including but not limited to computer programs or software.

23. AFFIRMATIVE ACTION PLAN: In accordance with Ordinance No. 82-37, the ENGINEER must have an Affirmative Action Plan filed and approved by Miami-Dade County's Department of Business Development (DBD). The Plan is hereby incorporated as a contractual obligation of the ENGINEER to Miami-Dade County.

24. EQUAL OPPORTUNITY: The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation,

marital status, physical handicap, or national origin. The ENGINEER shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

THE ENGINEER shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Florida Statutes 112.041, 112.042 and 112.0113; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

During the performance of this Agreement, the ENGINEER agrees to state in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so, the ENGINEER shall furnish all information and reports required by Executive Order 11246, as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, and will permit access to its books, records and accounts by the COUNTY, and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. The ENGINEER further agrees that he will comply with the requirements of the Americans with Disabilities Act.

25. OFFICE OF THE COUNTY INSPECTOR GENERAL: The ENGINEER is hereby directed to the requirements of COUNTY Code Section 2-1076; in that the Office of the Miami-Dade County Inspection General (IG) shall have the authority and power to review past, present and proposed COUNTY programs, accounts, records, agreement and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the ENGINEER from the IG, the ENGINEER shall make all requested records and documents available to the IG for inspection and copying.

The ENGINEER shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition and performance of this agreement, for examination, audit, or reproduction, until 3 years after final payment under this agreement or for any longer period required by statute or by other clauses of this agreement. In addition:

- (1) If this agreement is completely or partially terminated, the ENGINEER shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The ENGINEER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this agreement until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, agreement or transaction is or was necessary

and if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within the budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all COUNTY agreements throughout the duration of said agreements (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the ENGINEER under this Agreement will be assessed one quarter of the one percent (.0025) of the total amount of the payment, to be deducted from each progress payment as the same becomes due. The ENGINEER shall in stating its proposals be mindful of this assessment, which will not be separately identified, calculated or adjusted.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the ENGINEER, its officers, agents and employees, lobbyist, COUNTY staff and elected officials in order to ensure compliance with agreement specifications and detect corruption and fraud. The IG authorized to investigate any alleged violation by the ENGINEER of its Code of Business Ethics, pursuant of COUNTY Code Section 2-8.1.

The provisions in this section shall apply to the ENGINEER, its officers, agents and employees. The ENGINEER shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the ENGINEER in connection with the performance of this Agreement.

26. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL: The ENGINEER is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the ENGINEER and County in connection with this agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of ENGINEER, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to ENGINEER from an IPSIG, the ENGINEER shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the ENGINEER's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the agreement, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid

and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

27. DOMESTIC LEAVE: Pursuant to Ordinance No. 99-5, the ENGINEER certifies its compliance with the Domestic Leave Ordinance, providing domestic violence leave to its employees. In addition, the ENGINEER understands that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject Agreement and may be cause for suspension, termination and debarment, in accordance with the terms of this Agreement and the debarment procedures of the COUNTY.

28. PERFORMANCE EVALUATIONS: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

29. ETHICS COMMISSION: Pursuant to Section 2-11.1 (w) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors and vendors. The ENGINEER acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the County Mayor or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.

30. ASSIGNMENT OF AGREEMENT: This Agreement shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director.

31. ENTIRETY OF AGREEMENT: This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

32. MODIFICATION: No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.

33. GOVERNING LAW: This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

34. SECURITY RESTRICTIONS: Access to the COUNTY's sites are restricted. The ENGINEER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the ENGINEER needs access to the COUNTY's property, the ENGINEER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to the COUNTY's property. Prior to commencing work at a restricted site, the ENGINEER shall meet with a Plant Superintendent to submit required information and discuss security relating to the project. Subconsultants are also required to comply with the restrictions and it shall be the responsibility of the ENGINEER to ensure that the subconsultants comply with security ordinance and all restrictions.

35. SANCTIONS FOR CONTRACTUAL VIOLATIONS: Notwithstanding any other penalties for the ENGINEER and/or subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this Agreement or require the termination or cancellation of the subconsultants' agreements. In addition, a violation by the ENGINEER and/or subconsultants, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. The COUNTY additionally retains all rights sanctioned it by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.

36. SEVERABILITY: If any Section of this Agreement is found to be null and void, the other Sections shall remain in full force and effect.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers on the date first written above.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN,
CLERK OF THE BOARD

By: _____

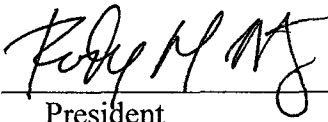
By: _____
County Mayor

WITNESSETH:

CES Consultants, Inc.
Firm Name (Place Corporate Seal)


Signature

Jose Caraballo
Printed Name

By: 
President

RUDY M. ORTIZ
Printed Name

Carolina Peña
Signature

Carolina Peña
Printed Name

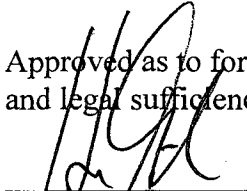
Approved as to form
and legal sufficiency.
 9/7/07
Assistant County Attorney

EXHIBIT "A"
AFFIDAVITS
Agreement Number
07CESC001

I, Rudy M. Ortiz, as the duly authorized representative of
Affiant

CES Consultants, Inc. being first duly sworn

state: Florida, CES Consultants, Inc.
Name of Engineer

The full legal name and business address of the ENGINEER transacting business with Miami-Dade County is: CES Consultants, Inc.

14750 NW 77th Court Suite 360, Miami Lakes, FL 33016

Federal Employer Identification Number

65-0792884

and does solemnly swear and certify to the following affidavits that are required and made a part of this agreement.

1. FAMILY LEAVE PLAN
ORDINANCE NO. 91-142 (Sec. 11 A-29 et Seq. of the County Code)

The provision of Miami-Dade County Ordinance No. 91-142, Section 2, "FAMILY LEAVE", apply to every employer which meets either or both of the following conditions:

Has in the regular course of business more that fifty (50) employees working in Miami-Dade County for each working day during each of twenty (20) or more weeks in the current preceding calendar year;

Does business with Miami-Dade County and has at least fifty (50) employees for each working day during each of twenty (20) or more weeks in the current or preceding calendar year.

(Check the appropriate box)

☒ Does not meet either of the above listed conditions.

☐ Meets one or both of the above listed conditions;
and it is familiar with and will abide by the requirements of
Ordinance No. 91-142.

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE
ORDINANCE NO. 90-133 (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a Corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's check. If the contract or business transaction is with a partnership, the full legal name and business address shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee each beneficiary. All such names and addresses are:

Budy M. Ortiz, President 14750 NW 77th Court Suite 360, Miami Lakes, FL 33016

_____ %
_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

N/A

3. Does the entity (Prime Consultant) have a collective bargaining agreement with its employees?

No

4. As an attachment the Prime Consultant shall include a schedule of wage rates (including overtime) to be paid employees performing work under this Contract. It shall also include the health care benefits to be paid to employees performing work under this Contract.
5. As an attachment the Prime Consultant shall submit a current breakdown of their work force as to race, national origin and gender.
6. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00), or by imprisonment in the County jail for up to sixty (60) days, or both at the discretion of the Court.

3. ANNUAL DRUG-FREE WORKPLACE
Ordinance No. 92-15 (Sec. 2-8.1.2 of the County Code)

A. The engineer certifies that as of the commencement date of this Agreement with Miami-Dade County it shall provide a drug-free workplace for its employees, and

1. will provide a written statement to each employee, notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4) Florida Statutes in the contracting entity's workplace (s) is prohibited and specifying the actions the contracting entity will take against employees for violation of such prohibition. Such written statement shall

- also inform the employee of:
- (a) the dangers of drug abuse in the workplace;
 - (b) the contracting entity's policy of maintaining a drug-free environment at all of its workplaces, including but not limited to all locations where employees perform any task relating to any portion of the above contract;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug abuse violations
2. will require each employee to sign a copy of the written statement referred to in paragraph 1 above to acknowledge receipt of the written statement and advice as to specifics of such policy. The contracting entity covenants to retain the statements signed by its employees. The contracting entity covenants to post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements a through d;
 3. will notify each employee in the statement required by paragraph 1 above that as a condition of employment the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the contracting entity of any criminal drug statute conviction for a violation occurring in the workplace no later than five 5 days after such conviction;
 4. will notify the County within ten (10) days after receiving notice under paragraph 3 above from an employee or otherwise receiving actual notice of such conviction;
 5. will impose appropriate personnel action against such employees referred to in paragraph 4 above up to and including termination; or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 6. will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5 of this affidavit.
The Engineer entity will certify annually, on or before the anniversary date of the professional services agreement that it is in compliance with the provisions of Ordinance 92-15.

4. DISABILITY NONDISCRIMINATION

Resolution No. 385-95

The ENGINEER is in compliance with and agrees to continue to comply with, and assume that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws:

The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336-104 Stat 327.42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment, Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794.

The Federal Transit Act, as amended 49 U.S.C. Sections 1612.

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE ORDINANCE 93-129

The ENGINEER or his agents, officers, principals, stockholders, subconsultants or their affiliates are not debarred by Miami-Dade County.

6. SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC CRIMES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "Convicted" or "Conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - 1) A predecessor or successor of a person convicted of a public entity crime:
or
 - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state

or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agent who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies)

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

___ The person or affiliate has not been placed on the convicted vendor list (Please describe any action taken by or pending with the Department of General Services)

7. CRIMINAL RECORD ORDINANCE NO. 94-34

The ENGINEER, as of the date of the execution of this Agreement:

☒ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

___ has been convicted of a felony during the past (10) years, or as of the date of bid or proposal submission, has an officer, director or executive who has convicted of a felony during the past ten (10) years.

8. DELINQUENT OF CURRENTLY DUE FEES OR TAXES
ORDINANCE NO. 95-178

Except for small purchase orders and sole source contracts, convention and your is development taxes, all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses taxes - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the ENGINEER been paid.

9. DOMESTIC VIOLENCE LEAVE

In compliance with Miami-Dade County Resolution Number 185-00, the ENGINEER certifies that its compliance with the Domestic Leave Ordinance No. 99-5; codified at 11A-60 et. Seq. of the Miami-Dade County Code, providing domestic violence leave to their employees. In addition, I understand that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

10. PAYMENTS TO COUNTY ARE NOT IN ARREARS
ORDINANCE NO. 99-162

In compliance with Miami-Dade County Ordinance Number 99-162, the ENGINEER is not in arrears on any payment under a contract, promissory note or other loan document with the COUNTY either directly or indirectly by which the ENGINEER has a controlling interest. In addition, I understand that failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

11. CODE OF BUSINESS ETHICS AFFIDAVIT
(ORDINANCE 01-96)
[DADE COUNTY CODE SEC. 2-8.1(i)]

The Engineer, as of the date of execution of this Agreement,

Has adopted a code of business ethics and will comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the Miami-Dade County False Claims Ordinance.

Failure to comply with the requirements of the above Ordinance as included in the contract specifications shall render the contract voidable, and subject violators to debarment, in accordance with the terms of the contract and debarment procedures of Miami-Dade County, of those persons or entities who knowingly violate this policy or falsify information.

I have carefully read this entire eight page document, made a part of this Agreement as Exhibit "A" and certify that the information provided is true and accurate.

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

Sworn to and subscribed before me at Miami-Dade County, Florida this 12th day of July, 2007, by Rudy M. Ortiz, P.E. on behalf of

☒ Who is personally know to me
☐ Who produced identification:

Type of Identification: N/A

Carolina Peña

Signature of Notary Public
State of Florida at Large

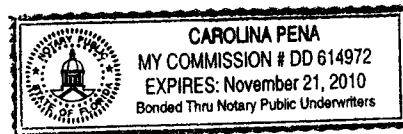
Rudy M. Ortiz

Signature of Affiant

Carolina Peña

Print, type or stamp name of notary public
Carolina A. Peña / Office Manager

Legal Name & Title



EXIHIBIT B



Submitted Via Email

June 25, 2007

Amelia M. Cordova-Jimenez
A&E Consultant Selection Coordinator
Miami-Dade County Office of Capital Improvements
111 NW 1st Street, Suite 2130
Miami, Florida 33128

Re: *Miami-Dade County Water and Sewer Department
E06-WASD-09; Work Order No. 1
Fee Proposal for the Design of an 8-inch DIP Water Main along Banos Court between
University Drive and Riviera Drive*

Dear Ms. Jimenez:

We are pleased to submit a fee proposal in the amount of \$73,943.55, to provide design services, for the above referred project. The fee proposal was constructed using the attached draft design scope of work sent to our office via email on June 4, 2007.

Thank you for the opportunity to present this proposal for your consideration and look forward to working with you real soon.

Sincerely,
CES CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Rudy M. Ortiz', is written over the typed name of the President.

President

Attachments: As stated

Cc: Jose A. Caraballo
File

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Design of an 8-inch DIP Water Main along Banos CT

Individual	Raw Hourly Rate	Multiplier	Hourly Billing Rate	30% Design Submittal (No BODR)	70% Design Submittal	90% Design Submittal	Contract Bid Documents & 100% Design Submittal	Permitting	Limited Construction Support Services	Subtotals	
										Hrs	Costs
Principal	\$110.00	1	\$110.00	4.0	4.0	2.0	4.0	2.0	3.0	19.0	\$2,090
Project Manager	\$55.00	2.85	\$156.75	17.0	14.0	9.0	15.0	6.0	9.0	70.0	\$10,973
Senior Engineer (P.E.)	\$40.00	2.85	\$114.00	28.0	23.0	14.0	24.0	10.0	16.0	115.0	\$13,110
Project Engineer (E.I.)	\$34.00	2.85	\$96.90	35.0	29.0	16.0	31.0	12.0	19.0	142.0	\$13,760
CADD Technician	\$27.00	2.85	\$76.95	42.0	35.0	17.0	38.0	14.0	22.0	168.0	\$12,928
Word Processor	\$15.00	2.85	\$42.75	14.0	12.0	7.0	12.0	5.0	8.0	58.0	\$2,480
Subtotal Labor Hours				140.0	117.0	65.0	124.0	49.0	77.0	572.0	
LABOR SUBTOTALS				\$13,518.65	\$11,272.85	\$6,394.55	\$11,968.25	\$4,754.35	\$7,440.75		\$55,339.40
Additional Services											
Surveying				\$10,250.00							\$10,250.00
Geotechnical Services				\$5,272.15							\$5,272.15
Permit Fees											
City of Coral Gables (Right of Way Permit)								\$2,000.00			\$2,000.00
Miami-Dade County DERM (Water Main Extension Permit)								\$115.00			\$115.00
City of Coral Gables Fire Department (Water Main Extension Permit)								\$0.00			\$0.00
Miami-Dade County Health Department								\$325.00			\$325.00
Expenses											
Reproductions				\$110.00	\$110.00	\$110.00	\$60.00	\$110.00	\$22.00		\$522.00
Delivery & Courier Services				\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00		\$120.00
SUBTOTAL EXPENSES				\$130.00	\$130.00	\$130.00	\$80.00	\$130.00	\$42.00		\$642.00
TOTAL LABOR & EXPENSES				\$29,171	\$11,403	\$6,515	\$12,048	\$7,324	\$7,483		\$73,943.55

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MIAMI-DADE WATER AND SEWER DEPARTMENT - DESIGN SCOPE OF WORK (E06-WASD-09)

Section 1 – Introduction

The Miami-Dade County General Obligation Bond (GOB) is providing funding for this project (task 1). The Office of Capital Improvements (OCI) will have final approval of invoices and invoicing format. The Miami-Dade Water and Sewer Department (MDWASD) is requesting a labor hour and fee estimate to complete Tasks 1, 2, and 3 as specified in this document. The MDWASD assigned Task 1, Task 2, and Task 3 to the following Design Consultant (DC) **CES Consultants, INC.**

Section 2 – Project Description

Project Area:

The MDWASD has proposed a water main installation project along the following roads:

- Banos CT between University Drive & Riviera Dr.

The project consists of approximately 2,050 linear feet of 8-inch DI Water Main. (See Figure 1 for location and site details).

Background:

The project area is residential and currently either lacks water main service, or is served by undersized mains that have been in existence for the last 60 years. The MDWASD has proposed the installation of approximately 2,050 linear feet of 8-inch water mains. The project also includes the installation of fire hydrants, consistent with County requirements and standards, and water service lines to provide service to all abutting properties. These system upgrades will improve the water pressure and fire protection capabilities in the residential area.

Section 3 – Procurement Method for Construction

The project will be constructed by Miami-Dade standard procurement methods.

Section 4 – Preliminary Project Schedule

The preliminary project schedule should be provided (see attached sample). The project deliverables and milestones will be enforced in an effort to meet the MDWASD deadlines. No scheduling delays will be tolerated.

Section 5 – Scope of Work and Deliverables

The following deliverables are needed to complete the design of the above mentioned water main replacements:

Task 1. Full Route Survey

The Full Route Survey shall meet the MDWASD survey standards for as-built submittals (see Attachment A) and include, but not be limited to a hard copy and an electronic copy containing at least the following information:

- Aboveground information (pavement, sidewalks, gutters, street lighting, power poles, driveway material, etc.)
- Existing Underground Utilities within the Right of Way and Easements (Inverts, Catch Basins, Manholes, Sizes, Phone, Gas, Cable TV, Electricity, etc.)
- Existing Ground Utilities within the Right of Way and Easements (Valves, Meter Boxes, Lids, Rim Elevations, Fire hydrants, Overhead Cables, etc.)
- Hard Copy and Electronic Copy (Four [4] certified copies)

Task 2. Design Work

The design of this project is to take into account future system expansion or improvements, utility relocations, roadway improvements and resurfacing, fire protection standards, and other MDWASD water main replacement criteria and standards.

Task 2.1 30% Design Submittal

For the development of this sub-task, the following is the responsibility of the Consultant:

- Attend Kick-off Meeting and Prepare Draft Meeting Minutes
- Analyses of Alternatives with Calculations and Related Costs (*Location and size of lines provided by County; therefore, this item is not required*)
- Utility Survey
- Site Review Narrative (2-page general description of project)
- Implement Public Involvement Plan as per County's Ordinance (*DC will attend one public meeting to provide technical assistance. The County will organize, arrange and coordinate the meeting, send the notification, and provide the facilities.*)
- Field Observations and Conversations/Interviews (*One site visit is included*)
- Field Visit to Project Site Accompanied by MDWASD Water Distribution Division Representative (*One site visit is included*)
- Site Photographs

- Right-of-Way Designation / Easement Identification (*This task is not required*)
- Coordination with Recent and Future Projects to Avoid Conflicts and Repetitious Construction e.g. CICC, DERM, MDPW, MDWASD, FDOT, etc. (*DC will send one request for information per agency and will follow up with the designated contact person. The information received before the 30% submission will be included. The information received after the submission will be included on the next submittal.*)
- Identification of Municipal Jurisdictions and Special Requirements (*provided by the County*)
- Identification of Pavement Repair or Pavement Reconstruction Requirements and Proposed Pavement Resurfacing Limits
- Clearly Identify Utility Conflicts and Document Information on Utility Survey Status Sheet with corresponding Back-up Information (See Attachment C); To be Provided with DC's Monthly Invoice
- Permitting Requirements with Particular Attention to FDOT (*FDOT Permitting not required*)
- Geotechnical Report if Required and in Compliance with MDWASD Standards and Specifications (*Soil Borings will be provided with the quantity as listed in the negotiated fees*)
- MOT Requirements with Particular Attention to FDOT (*No FDOT required*)
- Proposed Horizontal Alignment (Plan View)
- Location of Existing and Proposed Sewer Laterals and/or Water Services (on Plan View)
- Location of Tie-Ins to Existing System (on Plan View)
- Location of Other Connections into the Proposed System (on Plan View)
- Verify if Located within Community Workforce Program Area or School Zones (*Information provided by the County*)
- Design Schedule Update
- Preliminary Construction Cost Estimate
- Attend Submittal Review Meeting and Prepare Meeting Minutes
- Submit Proposed Horizontal Alignment to *City of Miami Public Works* for Dry-Run Approval (if necessary)
- Survey
- Provide Eight (8) sets of hard copies 30% Plans, and one (1) electronic copy

Task 2.2 70% Design Submittal

The 70% submittal will include, but is not limited to, the following information:

- Include Comments from 30% Submittal

- Selected Design Alternative from Approved Public Works Dry-Run (*The Alternative has been provided by the County*)
- Show Profile Elevation of the Top of Pipe and Finish Grade every 100 feet
- Show Existing and Proposed Valve Types and Locations
- Identify Air Release Valves, Tapping Sleeve and Valves, Flushing Valves, etc.
- Horizontal and Vertical Alignments (Baseline and Stations to be done per MDWASD Standards at 100 foot intervals)
- Show Center Line of Survey, Utilities, Right of Ways, Property Lines and Easements on Drawings
- Traffic Control and/or MOT--FDOT, Municipalities, Departments and/or agencies MOT requirements (*FDOT not required*)
- Cover Sheet, Table of Contents, Standard Details, Project Location, Legend Symbols, Plan and Profiles, etc.
- Detail the Permitting Requirements. (*listed in a memo format*)
- Design Schedule Update, including schedule for permit applications and estimated time for approvals
- Detailed Construction Cost Update
- Attend (one) Submittal Review Meeting and Prepare Draft Meeting Minutes
- Provide Eight (8) sets of hard copies 70% Plans, plus one (1) electronic copy

Task 2.3 90% Design Submittal

The 90% submittal will include, but is not limited to, the following information:

- Include Comments from 70% Submittal Review
- Revised and/or Final Alignment (Horizontal and Vertical Drawings)
- Final MOT--FDOT, Municipalities, Departments and/or agencies MOT requirements and Traffic Control; Prepared by Appropriately Certified Staff (*FDOT not required*)
- Cover Sheet, Table of Contents, Standard Details, Symbols, Plan and Profiles, etc.
- Design Schedule Update
- Construction Schedule (Estimate to be provided for CICC)
- Completed Permit Applications for Review (Permit Dry Run Submittal)
- Attend (one) Submittal Review Meeting
- Engineer's Construction Cost Estimate, based on bid items in the standardized Proposal (the County to supply the format and previous bid prices)
- List of Materials and corresponding cost estimates

- Attend (one) Submittal Review Meeting and Prepare Draft Meeting Minutes.
- Provide Eight (8) sets of hard copies 90% Plans, plus one (1) electronic copy

Task 2.4 Contract and Bid Documents

The Complete Bid Package will be submitted with the 90% Design Submittal as per MDWASD Standards and will include, but not limited to the following information:

- **Front-End Documents** -- The DC is responsible for identifying the relevant Front-End Documents. The sample or standard Front-End document, including the General Conditions, to be provided by the County. DC to insert the relevant bid information into the standard document, for the County to print and distribute.
 - Table of contents
 - Advertisement for bids
 - Questionnaire
 - Instruction to bidders
 - Proposal (according to Standard Bid Items List w/descriptions and quantities)
 - Certified resolution (proposal/bid bond)
 - Prescribed bid bond
 - Bidder's affidavit
 - Disclosure affidavit
 - Sworn statement - public entity crimes
 - Employment disclosure affidavit
 - Clearinghouse affidavit
 - Ordinance 98-30 affidavits and disclosure form
 - Contract
 - Certified resolution (contract, performance and payment bonds)
 - Surety performance and payment bond
 - General covenants and conditions
 - Supplemental general conditions (when Ordinance 90-143 is applicable), including Wage and Benefit Schedules. Community Small Business Enterprise Participation Provisions, Appendices and Contractors Certification List, and all Applicable Miami-Dade County Programs, such as the Community Workforce Program, etc. (Delete, as these will be inserted in Contracts just prior to bidding)
 - Others as required
- **Technical Specifications**
Not limited to, but including the following:
 - Scope of Work
 - Special Project Procedures
 - Sequence of Construction and General Information
 - Measurement and Payment (specific to all items included in Proposal)
 - Others as required

- **Attachments**

Attach APPENDIX "A" through "Z", as follows:

- APPENDIX A - DERM Notice to All Contractors (1 Page, DERM Notice)
- APPENDIX B - Standard Details (Attach all WASD Std. Details applicable to the project)
- APPENDIX C - Security Fee Schedule and Form (Use only if project is at a location with restricted access)
- APPENDIX D - Protest Procedures
- APPENDIX E - Quarterly Reports
- APPENDIX F - Anti Discrimination Ordinance Administrative Order
- APPENDIX G - Cone of Silence Resolution and Boiler Plate Language
- APPENDIX H - Resolution R-1145-99, County's Clearinghouse Process
- APPENDIX I - Ordinance 99-162 and 00-67
- APPENDIX J - Ordinance 00-66, Restoration within Public Right of Way
- APPENDIX K - Ordinance 00-30 and Resolutions 182-00, 183-00 and 184-00
- APPENDIX L - Resolution R-99-152, False Claims
- APPENDIX M - Ordinance 00-97, Protection of Underground Utilities
- APPENDIX N - Resolution R-744-00, Retention of Critical Personnel
- APPENDIX O - Ordinance 04-190, Concerning Local Preference
- APPENDIX P - Resolution R-749-00 & R-161-01, Concerning Business Road Impact Assistance Loan Program
- APPENDIX Q - Ordinance 01-96, Code of Business Ethics
- APPENDIX R - Lobbying Rules
- APPENDIX S - Geotechnical Report (if necessary)
- APPENDIX T - Maintenance of Traffic Plan (if necessary)
- APPENDIX U - FDOT Permit (if necessary)
- APPENDIX V - Public Works Dry Run Approval (if necessary)
- APPENDIX W - SFWMD Permit (if necessary)
- APPENDIX Z - Document from agencies having jurisdiction or from respective municipalities

Task 2.5 Permit Package

The DC will prepare the Permit Packages and obtain applicable signatures once the 90% submittal (Permit Dry Run Submittal) has been reviewed and approved. The checks for the permit fees from the different agencies are provided as described below. The DC will submit the Permit Packages and checks to the respective permitting agencies and respond to any RFIs the agencies may have. The submittal of the Permit Package will include eight (8) copies and the following information:

- Revised 90% Drawings and Specifications Signed and Sealed by the DC
- Traffic Control or MOT should Appear in the Drawings
- Or Traffic control or MOT separate from set of drawings and in 11" X 17"
- Required Support Information to Support Permit Request
- Completed Permit Applications for Each Agency Signed and Sealed by the DC

- Tracking Sheet with Indication of Dates of Submittal of Each Application and Approval or Comments from the Corresponding Agency
- Incorporate Revisions Requested by the Permitting Agencies

Task 2.6 100% Design Submittal (Final)

The 100% Submittal will include the following items:

- Include Comments from 90% Submittal Review and Permitting Agencies-Final Drawings-eight (8) copies
- All permits approved by required agencies
- Final Construction Schedule (If revised, to be re-submitted to CICC)
- Final Construction Cost Estimate
- Bid Package containing:
 - Mylar paper 100% Construction Drawings
 - Approved 100% Construction Drawings (Four [4] copies)
 - Master Specifications Book (Original not bounded)
 - Master Specifications Book (four copies, bounded)
 - CD with 100% Construction Drawings
 - CD with Master Specifications Book.

Task 2.7 Permit Fees

The Design Consultant will be responsible for all Permit Fees. This task shall be budgeted according to the estimated permit direct cost for every agency as an ODC. The Permit Fees in this task will be charged against this budget item and reimbursed to the DC with the presentations of corresponding receipts only for the actual cost of permits. Although there could be some funds left in this sub-task at the end of the project, the DC will not be allowed to bill for the remaining portion.

Task 3 Limited Construction Support Services

The Limited Construction Support Services will include the following items:

- Attend (one) Pre-Bid Meeting
- Attend (one) Pre-Construction Meeting
- Respond to reasonable Request for Information (RFI)
- Review Shop Drawings
- Plan Revisions During Construction (if required)
- Review and approval to change order requests (if requested)

Section 6 – Design Proposal Assumptions

The estimates for this Proposal shall include the following:

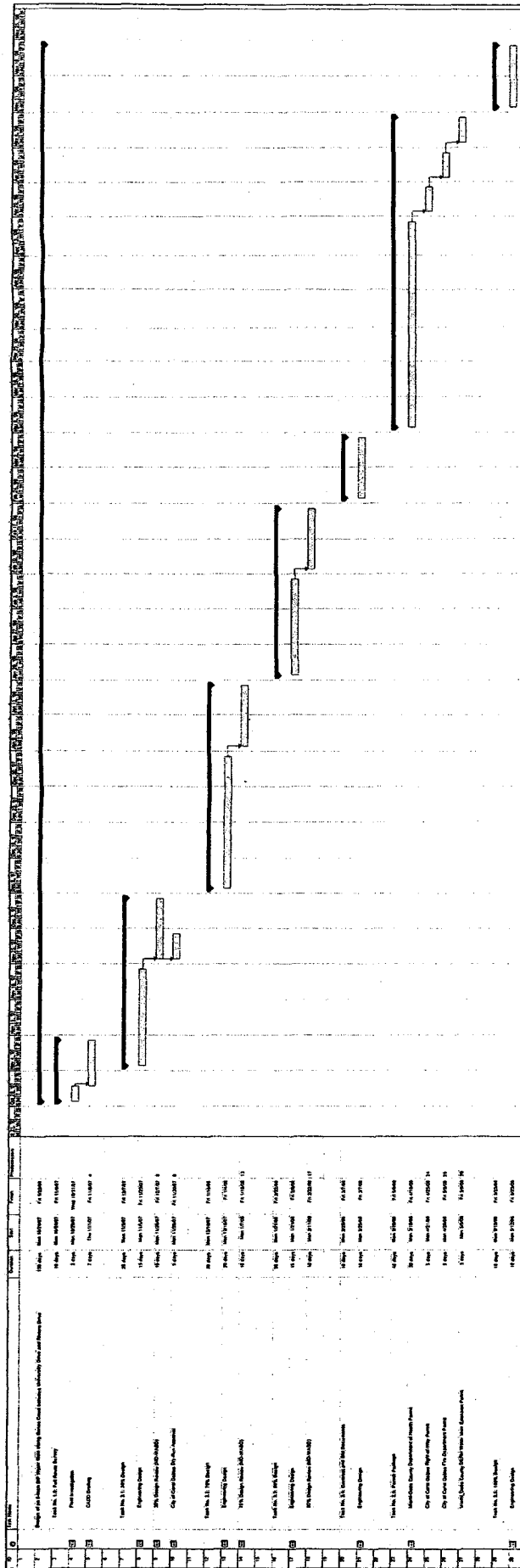
- Prepare and deliver "monthly status reports" to MDWASD as back up for the Monthly Invoice (See Attachment B)
- Prepare and deliver "Utility Survey Status Sheet" to MDWASD as back up for the Monthly Invoice (See Attachment C)
- A copy of all project related correspondence sent or received by the DC shall be sent to the MDWASD Project Manager
- Implementation of an internal Quality Assurance/Quality Control (QA/QC) process to ensure proper design and adherence to MDWASD and all applicable standards (The DC shall submit with this proposal the time that he plans to use in every Task to be in compliance with the project)
- Application of MDWASD's latest standard form, construction contract, standard design details, and design criteria and policies for use in completing the Construction Package (Latest standards supplied by MDWASD)
- The use of Surveying Consultant for surveying services by providing them with a surveying scope of work and their fee in the proposal; Survey must follow MDWASD Site Survey Requirements (See Attachment A)
- DC will request as-built record plans from MDWASD or other utilities as necessary

Section 7 – Proposed Design Schedule

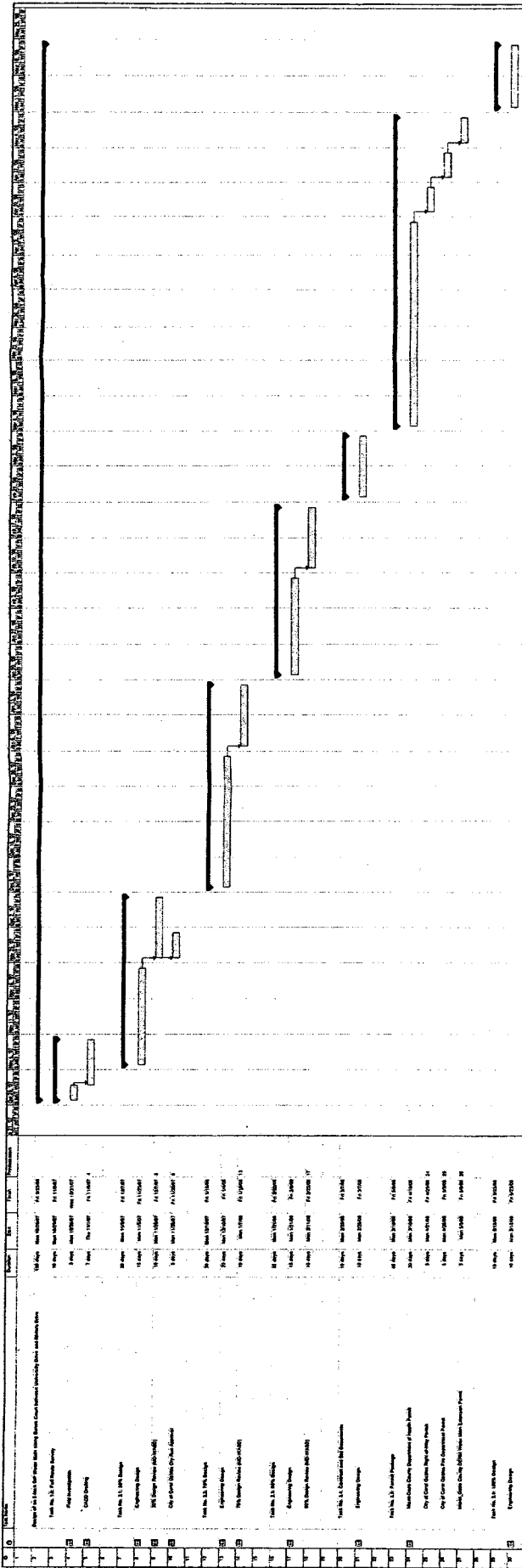
The DC shall provide with this proposal a detailed project design schedule for this project. The start date to coincide with the written Notice to Proceed (NTP) for design. The Review periods by MDWASD for each submittal not to exceed 15 calendar days shall be included in the project design schedule. Any deviations in schedule shall be explained by the DC.

Section 8 – Proposed Project Cost

The DC must submit a detailed breakdown in the proposal for the engineering fees by **TASK** (See Attachment D). The DC must submit a detailed breakdown of Task 3 - Limited Construction Support Services (See Attachment E). A separate proposal should be included for surveying with breakdown description of activities and the associated fee (See Attachment F).



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